

**ADDENDUM  
TO THE  
1998-2001 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CITY OF ASBURY PARK  
AND THE  
POLICE SUPERIOR OFFICERS ASSOCIATION, LOCAL 6  
(PSOA)**

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- 1) All terms and conditions of the 1998-2001 Collective Bargaining Agreement between the City of Asbury Park and the PSOA which expires December 31, 2001, shall remain in effect through and including December 31, 2003, with the exception of the following provisions:

2) ARTICLE XIV - SALARIES

2002: Consistent with the arbitration award, effective January 1, 2002, the base salaries shall be increased by two and one-quarter percent (2.25%), across the board.

Effective July 1, 2002, the base salaries shall be increased by one and three-fourths percent (1.75%), across the board.

§B Effective January 1, 2002, change two (2) dollars to four (4) dollars for the night shift differential.

2003 Effective January 1, 2003, the base salaries shall be increased four percent (4.00%), across the board. Further, salaries shall be equalized to Detective salaries, consistent with the salary ordinance.

3) ARTICLE XIII - CLOTHING PAY

§A & §B Delete and substitute:

Effective January 1, 2002, all officers covered by this Agreement shall receive a clothing allowance increase of six hundred and fifty dollars (\$650.) bringing the annual allowance to one thousand dollars (\$1,000.) The purpose of this increase for the years 2002, 2003 and 2004 is for a uniform change. In the years beyond 2004, the clothing allowance will remain at one thousand dollars (\$1,000.) unless a change is negotiated. The payment of the one thousand dollars (\$1,000.) clothing allowance will be paid on April 15, 2002, 2003 and 2004.

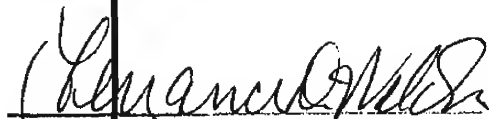
4) ARTICLE XV - LONGEVITY PAY

Effective January 1, 2003, all longevity rates for officers shall be equalized to the rate of detective in the same rank.

5) ARTICLE XXV - WORKING OUT OF JOB CLASSIFICATION

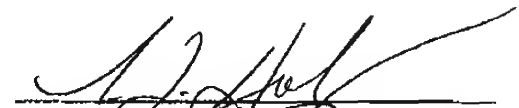
2<sup>nd</sup> sentence; delete phrase, "for an entire shift."

FOR THE CITY:

  
Terrance Weldon, City Manager

Date:

FOR THE UNION:

  
Det. Sgt. Theaudric Holmes Vice-President

Date: 12/10/01

AGREEMENT

Between

CITY OF ASBURY PARK

MONMOUTH COUNTY, NEW JERSEY

and

SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6

of the

PATROLMAN'S BENEVOLENT ASSOCIATION

of the

STATE OF NEW JERSEY

(PSOA)

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JANUARY 1, 1998 THROUGH DECEMBER 31, 2001

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PREAMBLE

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between the CITY OF ASBURY PARK, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6, hereinafter called the "Association", represents the complete and final understanding of all bargainable issues between the City and the Association.

## ARTICLE I

### RECOGNITION

The City recognizes the Association for the purposes of collective negotiations as the exclusive representatives of all sworn superior officers of the Police Department in the following categories: Sergeant, Detective Sergeant, Lieutenant, Detective Lieutenant, Captain and Detective Captain.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;
2. To hire all employees, and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited on by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United State and ordinances of the City of Asbury Park. Additionally, such powers of the City shall be limited by the statutes of New Jersey governing public employee relations (PERC) and any amendments thereto enacted during the terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any member of



the City such rights as he/she or it may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere, providing that the same shall not supersede this Agreement where inconsistent therewith.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.

2. All superior officers covered by this agreement may also utilize this grievance procedure to appeal minor discipline. Minor discipline is hereinafter defined as five (5) days of suspension or the equivalent fine, or any lesser penalty.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of City initiated grievances which will

proceed in accordance with Section D and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

The aggrieved shall institute action under the provisions hereof within thirteen (13) calendar days after the event giving rise to the grievance has occurred or within thirteen (13) days after the discovery of the incident by the individual, Association or City, and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said thirteen (13) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned thirteen (13) calendar day limitation may be extended upon presentation to the Public Safety Director or the City Manager of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief of Police or the City Manager shall render a decision within thirteen (13) days after receipt of the grievance.

STEP TWO:

If the grievance is not settled at the First Step, the grievant may make a written request for a Second Step meeting with the City Manager or his/her designee within thirteen (13) calendar days after the answer at the First Step, except that in disciplinary action grievances, the written request for a Second Step meeting shall be made within five (5) calendar days after the answer is received at the First Step. The Public Safety Director or the City Manager shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said Second Step meeting shall be between the City Manager and the Public Safety Director with

the Association representative and the Association attorney, if requested by the grievant. The City Manager's answer to the Second Step shall be delivered to the Association within thirteen (13) calendar days after the meeting.

STEP THREE:

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within thirteen (13) days after the letter is sent under Step Two, the individual grievant, the Association or the City may request the New Jersey State Public Employment Relations Commission (PERC) to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his/her decision shall be final and binding on all parties. The cost of arbitration shall be borne by the City and the Association equally. The arbitrator shall have no right to vary or modify the terms of this agreement and shall render his/her decision within thirty (30) days of the close of hearing.

D. CITY GRIEVANCES

Grievances initiated by the City shall be filed directly with the Association within thirteen (13) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within thirteen (13) calendar days after the filing of the grievance between a representative of the City Manager, Public Safety Director, the Association and its attorney in an earnest effort to adjust the differences between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the following manner:

Within thirteen (13) days after the non-resolution of the said grievance by the City, the City may request the Public Employment Relations Commission (PERC) to appoint the

arbitrator, who shall have full power to resolve the dispute between the parties, and his/her decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Association equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his/her decision within thirty (30) days of the close of hearing.

## ARTICLE IV

### HOURS OF OVERTIME

A. The work week shall consist of forty (40) hours on a shift basis on a schedule to be approved by the Public Safety Director or his designee. In time of emergency, all employees covered by this Agreement are subject to call unless they are on sick leave. Superior Officers who are required to work (emergency) overtime by the Public Safety Director, or an officer's superior, shall be compensated for such overtime work after one-quarter (1/4) hour, in compensatory time, or be paid, at the rate of time and one-half (1 ½) of the regular rate of pay. Such overtime work shall be documented by an appropriate "overtime slip" and shall be subject to the approval of the Public Safety Director, or his/her designee, such designee to be defined as ranking superior officer on duty for purposes of this paragraph only.

B. Overtime is herewith defined as that work performed by an employee which exceeds one-quarter (1/4) hour of the employee's tour of duty, or when said employee is recalled to duty on his day off or other than his tour of duty.

C. Any employee recalled to duty on his/her day off or recalled, other than a continuance of his regular tour of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided.

D. All court appearances, except any matter wherein a civilian is complaining of or has instituted suit against another civilian or civilians, in a matter pertaining to civil litigation, shall be construed to be work and the applicable provisions of this Article as to overtime pay and minimum recall time of two (2) hours shall apply to such Court appearances. In the event an employee is required to remain in Court longer than two (2) hours, he/she shall be compensated

at the overtime rate for a minimum of four (4) hours, and if he/she is required to remain longer than four (4) hours, he/she shall be compensated at the overtime rate for a minimum of six (6) hours. Records for Court attendance shall be prescribed, supplied and maintained by the City.

E. Compensation for overtime shall be paid to employees at the end of the usual pay period next succeeding that in which such overtime was worked and where ever possible.

F. The Public Safety Director shall decide whether overtime shall be compensated in compensatory time or cash. Effective 1/1/93, standard overtime shall be paid at the rate of time and one-half (1 1/2) or at time and one half (1 1/2) compensatory time.

G. The Public Safety Director, or his/her designee, may grant the request of any two (2) employees for permission to exchange tours or days off when, in his/her discretion, he/she believes the same will not interfere with the normal operation of the Police Department.

H. The City agrees to comply with all provisions of the Fair Labor Standards Act.

## ARTICLE V

### POLICE TRAINING

A. The City agrees to establish a professional training program for all police officers. Training sessions will be scheduled at reasonable times.

B. The City retains its managerial right to assign police officers to various training and specialty schools and related programs. It is, however, agreed that all officers shall participate in ten (10) hours of firearm training per annum and that all officers shall have the opportunity to participate in training activities.

C. It is also recognized that officers with advanced training may participate in activities relating to special teams formed within the Department.

D. All Superior Officers shall continue to be responsible for completing required training time. If a Superior Officer is required to do any mandatory training outside of regular work hours, the officer shall receive compensatory time, but only after an initial ten (10) hours of training time has been completed per year. There shall be no compensation for the first ten (10) hours of training time per year as such compensation has previously been included in base pay. Consistent with the FLSA, compensation time for training time outside of an officer's regular hours of work shall be at time and one-half and may only be taken when there is a full complement of superior officers on duty.



## ARTICLE VI

### BIRTHDAYS

Each employee shall be granted his/her birthday off with pay. When an employee's birthday occurs on his/her regular day off, he/she may use it to add to his/her accumulated time off or substitute another day in place of his/her birthday, with the agreement of the Public Safety Director, or his/her designee.

## ARTICLE VII

### VACATION

A. Employees shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous service. Continuous service shall mean employment without actual interruption due to resignation, retirement or removal. Vacations shall be earned for time worked and shall not accrue during leaves of absences, paid or unpaid, suspensions, or injury leave in excess of two (2) consecutive months. Vacation shall not accrue after an employee has resigned or retired even if his/her name is retained on the payroll until exhaustion of vacation or sick leave. Vacations shall be earned in the following manner, commencing on the last day of the first year stated in each category through the last day of the last year stated in each category:

One through four years	- Thirteen (13) days
Five through nine years	- Seventeen (17) days
Ten through fourteen years	- Twenty (20) days
Fifteen through nineteen years	- Twenty-three (23) days
Twenty years and thereafter	- Twenty-seven (27) days

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City, unless the City determines that it cannot be taken because of the pressure of work. A Superior Officer, subject to the approval of the Public Safety Director, may take vacation in segments, a minimum of one (1) week, but no more than three (3) such segments per year. Any unused vacation may, with the approval of the Public Safety Director or his/her designee, be carried forward into the next succeeding year only. Any unused vacation

resulting from the pressure of work as determined by the City may be carried forward into the next succeeding year only, and will be scheduled by the Public Safety Director, or his/her designee, to be taken in the next succeeding year.

C. Anything hereinbefore to the contrary notwithstanding, the Public Safety Director, or his/her designee, shall determine and approve the dates and times of vacation to be taken by the employees. The Public Safety Director, or his/her designee, shall, whenever possible or feasible, base the schedule of vacations to be taken by the said employees on a seniority basis.

D. Any employee wishing to exchange portions of his/her vacation with other employees on the same tour of duty will be permitted to do so at the discretion of the Public Safety Director, or his/her designee.

## ARTICLE VIII

### PERSONAL LEAVE

A. Each employee shall be granted three (3) working days off per year, for the purpose of conducting matters of personal, business or emergency nature, and such time shall not be deducted from any other time. Except in the case of emergency, twenty-four (24) hour notice must be given.

B. Terminating or retiring employees shall be granted personal leave on a pro rated basis of one (1) day for four (4) months of service.

C. Personal leave shall not be carried into the next year, unless personal days during the year earned are denied by management when a request is made to take such personal leave.

## ARTICLE IX

### INJURY LEAVE

A. Whenever a permanent sworn police officer is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, he/she shall receive his/her salary for a period not to exceed one (1) calendar year (12 consecutive months) from the date of the onset of the injury. Said salary payments shall include, and are not in addition to, any entitlement of the employee to a portion of his/her salary as benefits for temporary disability due under the Worker's Compensation Law.

An employee's medical condition shall be reviewed at least every four (4) months to determine if he/she is eligible to be continued on injury leave.

B. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F)

C. In order to receive payment under this Article, an injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with his/her immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

D. Entitlement to injury leave must be based upon the certification of an authorized physician (See Subsection F) as to the employee's disability. The time within the one (1) year period wherein the employee received injury leave and is not permitted, or is unable, by reason of

certification by authorized physician as designated by the City's insurance administrator, to perform his/her full duties as shall be directed by the Director of Public Safety, or his designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

E. Injury leave under this provision may be granted for up to one (1) calendar year from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the Division of Pensions, if the retirement determination precedes the expiration of the one (1) year injury leave entitlement

F. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a written request for a second opinion and supplemental medical evaluation. If the second opinion disagrees with the employee's personal doctor and the City's doctor as to whether the employee is entitled to injury leave, the dispute shall be submitted to a third doctor who shall be selected as outlined in Section G.

G. Any employee required by the City, or the City's insurance carrier/administrator, to be examined or treated by a physician other than one of his/her choosing, shall be compensated with compensatory time off for the time spent in the physician's office for such examination or treatment at the straight time rate of pay, provided he/she is not on injury leave with pay. In addition to said compensation, the employee shall also receive traveling expenses at the rate of seventeen (17) cents per mile, plus parking and tolls. In the event an employee is required to be examined by the City's authorized physician in order to determine whether the

employee is capable of returning to work, the authorized physician must certify in writing to the City, with a copy to the employee's doctor, if requested, that the employee is capable of returning to work. If the employee's personal doctor and the City doctor disagree as to whether the employee is capable of returning to work, the dispute shall be submitted to a third doctor selected as follows:

The Association and the City shall each compile a list of three (3) doctors from which the Association and the City shall mutually select a single physician within three (3) days from the time that a dispute arises between the employee's and the City's doctor. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will not be ordered to return to work.

## ARTICLE X

### SICK LEAVE

A. All permanent employees, or full time probationary employees, of the Police Department shall be entitled to sick leave with pay. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness or accident. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the said employee's sick leave while other arrangements are made for family coverage.

B. The City will follow the applicable provisions of the Family Leave Act.

#### C. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment. After the first year of employment, employees shall be credited with sixteen (16) days sick leave at the beginning of the calendar year, in anticipation of continued employment.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purposes.

3. Upon retirement, each permanent full time employee shall receive one-half ( $\frac{1}{2}$ ) his/her accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay rate existing on the date of said employee's retirement.

4. In the event an employee dies prior to retirement, his/her estate shall



receive one-half (½) of his/her accumulated sick leave time, subject to and conditioned upon, however, that said employee's estate shall receive not more than six (6) months' full pay at the rate of pay existing on the date of said employee's death.

D. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, and physician's certification that said employee is able to return to full duty.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature, requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

(b) The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of

sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties, and, in addition thereto, that his/her return will not jeopardize the health of the other employees.

F. All employee who shall have taken less than six (6) sick days in any calendar year shall receive additional compensatory time in the ensuing year in accordance with the following schedule:

0 Days taken . . . . . 40 hours compensatory time

1 Day taken . . . . . 32 hours compensatory time

2 Days taken . . . . . 24 hours compensatory time

3 Days taken . . . . . 16 hours compensatory time

4 Days taken . . . . . 8 hours compensatory time

Only Superior Officers with less than 20 years service shall be eligible for earning additional compensatory time as related to using less than six (6) sick days in a calendar year.

This provision is effective January 1, 1992.

G. Compensatory time shall not exceed a maximum of 480 hours. Compensatory time may only be used if a request is made prior to the officer's shift and provided the officer's shift has a full complement.

## ARTICLE XI

### HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full time employees, their spouses and dependent children. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the insurance carrier. Insurance coverage shall be by Blue Cross/Blue Shield, with a Rider J included therein. The City, however shall have the option of providing similar insurance by any other insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City.

B. All employees who shall retire after January 1, 1979, shall be provided with hospitalization insurance which shall not include the spouse of the retiree and the same shall provide for Blue Cross/Blue Shield and major medical coverage.

C. In the event an employee dies and the spouse remarries, there shall be no benefits inuring to or to be provided to said spouse in the event he/she shall remarry. In the event that the spouse of a deceased employee is covered by any of the enumerated medical, hospitalization, and/or major medical benefits herein referred to by reason of employment or other sources wherein the same or similar benefits are provided to said spouse, said spouse shall not receive the benefits referred to herein.

D. The Association agrees to cost containment provision concerning health insurance coverage. All other City unions must agree to the same provisions in order for this to be binding (see attached).

E. Effective January 1, 1997, the insurance deductible for employees enrolled in the

CIGNA health plan will increase from \$100.00 to \$200.00 for single coverage and from \$200.00 to \$400.00 for family coverage. HMO enrolled employees co-payment will increase from the \$2.00 doctors office visit to \$10.00 and prescription plan will increase from \$2.50 to \$5.00.

F. Effective January 1, 2002, the prescription co-payment will be \$5.00 for generic drugs and \$10.00 for brand-name drugs.

## ARTICLE XII

### BEREAVEMENT LEAVE

A. Members of the Association shall be granted three (3) working days off for death in the immediate family, which shall consist of father, mother, spouse, children, step-children, brother and sister, father-in-law, mother-in-law, grandparents, spouse's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchildren. The said salary herein referred to shall commence from the date of death through the date of the funeral.

B. Members of the Association shall be granted five (5) working days off for a death in the immediate family, as aforesaid, if said member must travel a minimum of four hundred (400) miles from the City of Asbury Park to attend the funeral of the deceased.

C. Members of the Association shall be granted one (1) working day off for the death of an aunt or uncle.

### ARTICLE XIII

#### CLOTHING PAY

A. Each employee covered by the terms of this Agreement shall receive a replacement clothing uniform allowance of Three Hundred Fifty (\$350.00) Dollars per year. Officers shall be responsible for their own uniform maintenance.

B. Each detective employee shall receive a replacement clothing, allowance of Four Hundred (\$400.00) Dollars per year. Officers shall be responsible for their own uniform maintenance.

C. Any uniform, clothing or watches of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of One Hundred (\$100.00) Dollars per claim as to watches and One Hundred Twenty-Five (\$125.00) Dollars per claim as to eyeglasses, subject to and conditioned upon the approval of the Public Safety Director or his/her designee.

## ARTICLE XIV

### SALARIES

A. The following salary guides shall be in effect for the duration of the Agreement:

	Effective <u>1/1/98</u>	Effective <u>7/1/99</u>	Effective <u>4/1/00</u>	Effective <u>1/1/01</u>
Sergeant	\$63,856	\$66,410	\$69,067	\$71,829
Detective Sergeant	\$64,545	\$67,126	\$69,811	\$72,604
Lieutenant	\$67,005	\$69,685	\$72,472	\$75,371
Detective Lieutenant	\$68,070	\$70,792	\$73,624	\$76,569
Captain	\$70,171	\$72,978	\$75,897	\$78,933
Detective Captain	\$71,533	\$74,394	\$77,370	\$80,465

B. In addition to the work during the hours of 4:00 foregoing salary guides, all employees who work during the hours of 4:00 p.m. and 7:00 am shall be compensated with an additional Two (\$2.00) Dollars per working day.

ARTICLE XV

LONGEVITY PAY

A. Longevity pay shall be granted as follows, subject to conditions in §B below:

	<u>10th Yr.</u>	<u>15th Yr</u>	<u>20th Yr.</u>	<u>25th Yr</u>
Sergeant	\$2,070.	\$3,002.	\$3,667.	\$4,466.
Detective Sergeant	2,086.	3,027.	3,699.	4,507.
Lieutenant	2,205.	3,183.	3,882.	4,507.
Detective Lieutenant	2,233.	3,227.	3,935.	4,791.
Captain	2,332.	3,356.	4,088.	4,966.
Detective Captain	2,372.	3,419.	4,167.	5,066.

Effective January 1, 2001, longevity pay shall be granted as follows, subject to conditions in §B below:

	<u>10th Yr.</u>	<u>15th Yr</u>	<u>20th Yr.</u>	<u>25th Yr</u>
Sergeant	\$2,170.	\$3,152.	\$3,867.	\$4,716.
Detective Sergeant	2,186.	3,177.	3,899.	4,757.
Lieutenant	2,305.	3,333.	4,082.	4,757.
Detective Lieutenant	2,333.	3,377.	4,135.	5,041.
Captain	2,432.	3,506.	4,288.	5,216.
Detective Captain	2,472.	3,569.	4,367.	5,316.



Effective January 1, 2002, longevity pay shall be granted as follows, subject to conditions in §B below:

	<u>10<sup>th</sup> year</u>	<u>15<sup>th</sup> year</u>	<u>20<sup>th</sup> year</u>	<u>25<sup>th</sup> year</u>
Sergeant	\$2,270.	\$3,302.	\$4,067.	\$4,966
Detective Sergeant	2,286.	3,327.	4,099.	5,007.
Lieutenant	2,405.	3,483.	4,282.	5,007.
Detective Lieutenant	2,433.	3,527.	4,335.	5,291.
Captain	2,532.	3,656.	4,488.	5,466.
Detective Captain	2,572.	3,719.	4,567.	5,566.

B. Effective January 1, 1992, all Superior Officers promoted to rank prior to January 1, 1992, shall have the following longevity schedule:

	<u>20<sup>th</sup> year</u>	<u>25<sup>th</sup> year</u>
Sergeant	\$4,667.	\$5,466.
Detective Sergeant	4,699.	5,507.
Lieutenant	4,882.	5,720.
Detective Lieutenant	4,935.	5,791.
Captain	5,088.	5,966.
Detective Captain	5,167.	6,066.

Effective January 1, 2001, the schedule for Superior Officers promoted to rank prior to January 1, 1992 shall be the following:

	<u>20<sup>th</sup> year</u>	<u>25<sup>th</sup> year</u>
Sergeant	\$4,867.	\$5,716
Detective Sergeant	4,899.	5,757.
Lieutenant	5,082.	5,970.
Detective Lieutenant	5,135.	6,041.
Captain	5,288.	6,216.
Detective Captain	5,367.	6,316.

Effective January 1, 2002, the schedule for Superior Officers promoted to rank prior to January 1, 1992 shall be the following:

	<u>20<sup>th</sup> year</u>	<u>25<sup>th</sup> year</u>
Sergeant	\$5,067.	\$5,966.
Detective Sergeant	5,099.	6,007.
Lieutenant	5,282.	6,220.
Detective Lieutenant	5,335.	6,291.
Captain	5,488.	6,466.
Detective Captain	5,567.	6,566.

C. Superior Officers who have anniversary dates which fall between January 1 and June 30 shall be paid as of July 1. Superior Officers who have anniversary dates which fall between July 1 and December 31 shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the Superior Officers.

D. Longevity pay shall be included in overtime pay.

## ARTICLE XVI

### MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wage, hours of work, and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Police Department, then and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

## ARTICLE XVII

### MAINTENANCE OF OPERATIONS

The Association and its members agree that they will not cause, instigate, promote, encourage, sanction, coerce, intimidate, counsel, participate in or authorize any person or persons to engage in any illegal strike. Further, the Association and their members agree that in the event of any future illegal strikes, they will encourage, instruct and direct all of their members to end such activity and return to work.

## ARTICLE XVIII

### REPRESENTATIVES AND MEMBERS

A. Duly appointed representatives of the Superior Officers Association shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of this Agreement are being properly observed. This right shall be exercised only if the Superior Officers Association representative or representatives obtain permission from his/her or their superior officer before visiting a grievant.

B. The Superior Officers Association representative(s) shall be permitted to visit City Hall for the purpose of meeting with the City Manager after an appointment for such meeting has been cleared and approved by the Public Safety Director or his/her designee.

C. The Superior Officers Association shall submit to the City the names of its authorized representatives and the same shall not exceed three (3) for the forenamed purposes.

D. When the Superior Officers Association President or State Delegate meet by agreement as aforesaid with a City representative during the usual and normal work day within which time the City representatives are available, such meeting shall be without loss of pay or time.

E. The Superior Officers Association representative(s) shall report to the Shift Commander in charge immediately upon entering Police Headquarters. The Superior Officer Association representative(s) shall in no way interfere with or impede the performance of work or other activity at the visitation site.

## ARTICLE XIX

### ASSOCIATION ACTIVITY

A. The City shall permit members of the Association's Grievance Committee (not to exceed three (3), two (2) of whom shall be the President and the State Delegate) to conduct the business of the said Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off duty policemen to bring the Department to its proper effectiveness.

B. The City shall permit members of the Association's Negotiation Committee to attend collective bargaining meetings during the normal and usual City business day or, if approved by the City Manager, at any other time. During negotiations, the Association representatives so authorized by the Association, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as are removable and necessary and occur during the regular tour of duty.

C. The City agrees to grant to the member of the Association selected as the State Delegate up to fourteen (14) days off without loss of pay or time to attend any State meeting or State Convention or the New Jersey State Policeman's Benevolent Association.

D. The City agrees that a maximum number of four (4) \* Association members, to be designated by the Association, including the State Delegate, shall be granted leave to attend State or national conventions pursuant to R.S. 11: 26C-4, provided, however, that the Association notifies the City in writing of its intentions to do so, no later than one (1) week prior to the time leave is to be taken, except in cases of emergency, and in such case, the Chief of Police or his/her

designee shall approve such leave. Anything in this Agreement contained to the contrary notwithstanding, it is understood and agreed by and between the parties hereto that the maximum time allowed for State or national conventions shall not exceed five (5) days, including travel time.

E. The City agrees that the President or the State Delegate of the Association, with the permission of the Chief of Police, which shall not be unreasonably withheld, may at any time go off post on official Association business.

\* Note: The maximum number of Association members that shall represent both PBA Local #6 and the Superior Officers Association is four (4).

## ARTICLE XX

### LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, after which time the employee will be reinstated, subject to New Jersey Department of Personnel Regulations or other statutes, rules and regulations of the State of New Jersey or any other Federal law, rule or regulation which may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Department of Personnel Regulations.



## ARTICLE XXI

### EQUIPMENT

A. All police vehicles used by uniformed patrol shall be equipped with a dominator, emergency lights, mounted radio and air conditioning. All police vehicles used by detectives shall be equipped with air-conditioning, mounted radio, portable emergency lights and siren. All vehicles aforesaid shall comply with all State of New Jersey motor vehicle inspection regulations.

B. One (1) walkie-talkie shall be allocated to each patrol car and one walkie-talkie shall be provided for each walking post, and mace, as needed.

C. Each employee shall be given twenty-five (25) rounds of standard ammunition on January 1 and July 1.

D. The City is to purchase a 14K gold-filled badge and identification case (leather), with the employee's name imprinted thereon. The City is to purchase the retirement badge for any employee who completes his/her service of employment in the Police Department as an expression of appreciation and gratitude for the years of faithful service rendered to the community. Service or employment shall consist of twenty-five (25) years or more; or less if the employee retires because of medical reasons.

## ARTICLE XXII

### ACTIONS AGAINST OFFICERS

Whenever any action is brought against an employee covered by this Agreement for any act or omission arising out of the performance of his/her duties, the City shall defray all costs of defending such action in accordance with the provisions recited in the Statutes of the State of New Jersey pertaining to such action. The employee shall be represented by an attorney of his/her own choosing in criminal complaints filed against him/her for actions arising out of the scope of his/her employment. The City shall save and hold harmless and pay any judgement entered against an employee for any claim arising out of the scope of his/her employment to the maximum extent permitted by law.

It is understood and agreed that the fees of the attorney chosen by the employee to represent him/her must be reasonable, and in line with the accepted fees of attorneys for performing similar services in the State of New Jersey.

## ARTICLE XXIII

### DEDUCTIONS FROM SALARY

The City shall deduct from the salaries of employees subject to this Agreement annual dues in the sum of Four Hundred Eighty (\$480.00) Dollars for the Association at the rate of Twenty (\$20.00) Dollars per pay period. In the event that an employee shall not be paid during any one or more pay periods, for any reason whatsoever, the City shall not be responsible for payment of the dues to the Association on his behalf. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended. Said monies shall be transmitted to the Association by the 15th of each month following the monthly pay period in which deductions were made.

## ARTICLE XXIV

### PERSONNEL FILES

A. No materials or writings, relating to an employee's conduct, service, character or personality, shall be placed in said employee's personnel file unless it is signed by the person submitting the information, and the same is exhibited to the employee before it is incorporated into his/her personnel file. Any employee shall have the right, at reasonable times, to examine his/her file, if so desire.

B. Employees may annex written rebuttals to all documents contained within their personnel files.

## ARTICLE XXV

### WORKING OUT OF JOB CLASSIFICATION

Any employee who is required to accept the responsibility and to carry out the duties of a position or rank above that which he/she normally holds and is classified for, shall be paid at the rate of that superior position or rank while performing the duties of same. The said employee assigned temporarily to a superior position or rank must work for an entire shift in that capacity to receive compensation at the rate of the superior position or rank.

## ARTICLE XXVI

### PROMOTIONS

Budgeted vacancies in all officer ranks shall be filled within sixty (60) days from the vacancy occurrence, and such vacancy shall be filled from a valid Department of Personnel list. The City will endeavor to maintain a valid promotional list for all ranks at all times. Equal standards and qualifications shall apply for promotion. If there is no existing Department of Personnel list, the City will provisionally fill the vacancy until the list is promulgated and the permanent appointment made.

## ARTICLE XXVII

### POLICE OFFICER'S BILL OF RIGHTS

A. Members of the Police Department hold a unique status as public offices in that the nature of their office and employment involves the exercise of a portion of the police powers of the City.

B. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;

(b) The member of the Police Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complaint is anonymous, the officer shall be so advised;

(c) Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, he/she should be so informed at the initial contact;

(d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary;

(e) The interrogation of the member shall not be recorded unless the member agrees and is advised of charges;

(f) The member of the Police Department shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his/her acts;

(g) If a member of the Police Department is under arrest or likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decision of the United States Supreme Court; and

(h) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, he/she shall be afforded an opportunity to have counsel and/or PBA representation present during an interrogation.

B. An employee may see his/her personnel file upon request. If an employee wishes to answer or supplement any material found in his/her personnel file, he/she may do so and his/her written statement shall become part of the personnel file.

C. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Asbury Park Police Department.



## ARTICLE XXVIII

### AGENCY SHOP

PBA, Local #6 of Asbury Park shall be entitled to a representative fee in lieu of dues by payroll deduction from the salaries of the police officers in the Police Department in the City of Asbury Park who are not members of the Association. This paragraph shall be subject to and interpreted and supplemented by N.J.S.A. 34:3A-5.5; 5.6; 5.7 and 5.80

ARTICLE XXIX

CITY BUDGETS AND CONTRACTS

The Association is to be supplied with copies of the following documents on or before June 1st of each year:

1. Contracts of all other bargaining units in the City.
2. The City budget and all work sheets as filed with the Division of Local Government Services.

ARTICLE XXX

SEPARABILITY AND SAVINGS

A. The City and the Association agree to abide fully by the provisions of any present applicable or future Executive Orders or legislation whereby any of the salary increases recited herein cannot legally be made effective, and such increases shall be omitted or proportionately adjusted according to law.

B. In the event any provision of this Agreement, is so deemed to be invalid, the parties agree to meet immediately to renegotiated a provision to replace the invalid provision.

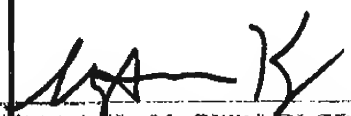
ARTICLE XXXITERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1998 and shall remain in effect to and including December 31, 2001, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this 11<sup>th</sup> day of JAN 2002

ATTEST:

CITY OF ASBURY PARK

  
STEPHEN M. KAY, CITY CLERKBy: 

TERRANCE WELDON, CITY MANAGER

Dated:

Dated:

ATTEST:

SUPERIOR OFFICERS ASSOCIATION  
LOCAL NO. 6  
DET. SGT. THEAUDRIC HOLMES  
VICE-PRESIDENT

Dated:

Dated: 12/10/01